

INTERSTATE SECURITIES COMPANY,  
a corporation,

Plaintiff,

vs.

HOWARD COOPER and AUDREY COOPER,

Defendants

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 10,227

)

)

C O M P L A I N T

The Plaintiff claims of the Defendants ONE THOUSAND THREE HUNDRED EIGHTY-NINE AND 75/100 DOLLARS (\$1389.75) due by promissory note made by them on, to-wit, the 28th day of July, 1970, and payable on, to-wit, the 17th day of August, 1971, with interest thereon from, to-wit, the 17th day of August, 1971.

And the plaintiff avers that in said promissory note and as a part of the consideration thereof, the defendants agreed to pay a reasonable attorney's fee for the collection thereof and the plaintiff hereby claims the further sum of TWO HUNDRED SEVENTY-SEVEN AND 95/100 DOLLARS (\$277.95) as such attorney's fee.

  
DANIEL A. BENTON, Attorney for  
Plaintiff

Defendants last known address is

Water Route Box 58-A  
Magnolia Springs, Alabama

**FILED**

FEB 7 1972

EUNICE B. BLACKMON CIRCUIT CLERK

OF COUNSEL:

RICKARBY & BENTON  
Fairhope, Alabama

INTERSTATE SECURITIES COMPANY

P.O. Box 515

Robertsdale, Alabama

LOAN NO. 0116 6-31004	DATE OF THIS LOAN 7-28-70	FIRST PAYMENT DUE 9-5-70	OTHERS DUE SAME DAY EACH MONTH 5th
TOTAL OF PAYMENTS PAYABLE IN 36	AMOUNT OF PAYMENTS FIRST PAYMENT \$ 45.00 OTHERS - EACH \$ 45.00		DATE OF MATURITY 8-5-73
MONTHLY PAYMENTS	EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		FINAL PAYMENT DUE

- 1. TOTAL OF PAYMENTS \$ 1620.00
- 2. FINANCE CHARGE:  
INTEREST \$ 212.55  
FEE \$ 226.64 \$ 439.29
- 3. ANNUAL PERCENTAGE RATE 21.75 %
- 4. AMOUNT FINANCED \$ 1180.81  
(Item 1 minus 2)

BORROWER(S) —  
Name(s) and  
Address(es)

COOPER, HOWARD & AUDREY  
P.O. Box 293  
Foley, Alabama

5. DISBURSEMENTS:

INSURANCE	
A. CREDIT LIFE	\$ 48.60
B. ACCIDENT & HEALTH	\$
C. PROPERTY	\$ 48.60
D. AUTO	\$
E. Total (Sum of A, B, C & D)	\$ 97.20
TERM OF INSURANCE COVERAGES:	
A for 36 Mos.	B for Mos.
C for 36 Mos.	D for Mos.

**NOTICE - INSURANCE AUTHORIZATION - READ BEFORE SIGNING**  
 (1) Credit Insurance is not required in order to obtain this loan. (2) The cost of insurance is indicated in item 5, above. (3) The Borrower may choose the person through whom the property and automobile insurance is to be obtained. (4) The undersigned hereby acknowledges that he has read the above prior to the execution of any note or other instrument evidencing the within loan and further acknowledges that he desires the insurance coverage indicated in item 5 and authorizes the creditor to obtain the same on his behalf.

*Howard Cooper* July 28, 19 70  
 (Borrower) (Date)

- F. LOAN NO. 6-30800  
(Old Balance less refunds) \$ 796.90
- G. FILING & RECORDING \$ 4.55
- H. OTHER: \$  
Ok. to Cust. \$ 282.76
- TOTAL DISBURSEMENTS (Sum of E, F, G, H & I) \$ 1180.81
- 6. CASH DIFFERENCE TO BORROWER \$ -0-  
(Item 4 minus 5)

DESCRIPTION AND IDENTIFICATION OF SECURITY INTEREST: This loan and any extension or renewal thereof or future advance is secured by a security agreement dated 7-28-70 on the following described property: (Check proper box)  Automobile  Consumer Goods including but not limited to household goods, furniture, appliances and personal property of all kinds and description and all additions, replacements and accessories thereto which are hereafter acquired by borrowers.

PREPAYMENT: Refund of unearned interest in the event of prepayment is computed by the sum of the digits method (Rule of 78ths). Fee will be refunded in accordance with Rule of 78ths provided contract is prepaid or renewed within 6 1/2 months after date of this contract.

DEFAULT CHARGE: 5% of the full payment due when any part thereof is in default for 5 days or more.

NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the payee named above at the above office and subject to the terms hereof, the face amount of note (Item 1, Total Payments), in consecutive monthly payments beginning on the due date for the first payment and continuing on the same day of each succeeding month thereafter until fully paid all as indicated and stated above in the captioned and numbered boxes and items.

The face amount of note includes the principal amount of the loan (Item 4, Amount Financed) and the original finance charge for the loan (Item 2, Finance Charge) computed on the principal amount for the full term of the loan.

Default in the payment of any installment may be discussed with any present or future employer, and shall, at the option of the holder hereof and without notice or demand, render the unpaid balance at once due and payable, subject, however, upon prepayment in full, to any required rebate of charge. Payment in advance is permitted to be made on this loan in any amount at any time.

The undersigned jointly and severally agree to pay all costs including attorney's fees expended in any court action in the enforcement of the terms of any instrument evidencing or securing this loan.

In consideration of the loan this day extended by the above Lender, the undersigned agree and authorize said Lender, its officers, agents, representatives and assigns, to communicate with us, or with any person, firm, corporation or governmental agency, by any known means of communication, for any purpose it might deem necessary in connection with or during the pendency of the loan extended, and do hereby waive any right we have to a claimed violation of our right of privacy by reason of such communication.

In the event of default in the payment of any payment on this note for a period of not less than five (5) days, the undersigned agree to pay a default charge in the amount of five percent (5%) of such payments; provided only one such default charge may be collected on any one such payment regardless of the period of default.

Extension of the time of payment of all or any part of the amount owing hereon or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest, and notice of demand, non-payment, and protest of this note and disclaiming any relief from valuation and appraisal laws.

Borrower authorizes the disbursements stated above and acknowledges that he received a fully completed copy of the above Note-Loan Statement.

WITNESSES: *J. J. Brown* SIGNED: *Howard Cooper*  
*DeLois Spivey* *Audrey Cooper*  
 (Husband or Wife)

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ...HOWARD..COOPER..and..AUDREY..COOPER.....

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint  
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

.....HOWARD COOPER and AUDREY COOPER..... Defendants.....

by .....

.....INTERSTATE..SECURITIES..COMPANY,....a..corporation....., Plaintiff.....

Witness my hand this..... 7 .....day of..... Feb ..... 1922.....

*Ernie B. Blackman* Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY,  
a corporation.....  
Plaintiffs

vs.

HOWARD COOPER and  
AUDREY COOPER.....  
Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

Clerk

FEB 8 1972

MAY 1 1972

RICKARBY & BENTON  
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

MAR 31 1972

*This party's wife is living in Brantley*  
Defendant lives at  
*Shelburne on Brook*  
Water Route Box 58-A  
Magnolia Springs, Alabama.

Received In Office  
*May 5 1972*  
Feb. 8 1972

*Jay Wilkerson* Sheriff  
I have executed this summons

this *26th day of June* 19*72*  
by leaving a copy with

*Howard Cooper*  
*Audrey Cooper*

*6* *7*  
found in my county after diligent search

*W. Taylor*  
Sheriff's Claims: *2* 3.00 Deputy Sheriff  
Dues in executing this *2.00*  
*20* at 10¢ per *\$5.00*  
TAYLOR WILKINS, Sheriff

*G. S. Bazine* Sheriff  
*H. R. Cohen* Deputy Sheriff

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2508

LAW OFFICES  
**RICKARBY & BENTON**  
ATTORNEYS AT LAW  
516 MAGNOLIA AVENUE  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH  
EARLE REALTY BUILDING  
HIGHWAY 98  
TELEPHONE  
(205) 626-2608

May 25, 1972

Mrs. Eunice B. Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Re: Interstate Securities  
v. Howard and Audrey Cooper  
Case No. 10,227, at Law

Dear Mrs. Blackmon:

Service of process has not been obtained in this matter and I notice that it is set up on the non-jury docket. Please have this case continued until service of process can be obtained.

Yours very truly,

  
Daniel A. Benton

DAB:w

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2308

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DAPHNE BRANCH  
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HIGHWAY 98  
TELEPHONE  
(205) 626-2608

July 27, 1972

Mrs. Eunice Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Re: Interstate Securities Company  
v. Howard and Audrey Cooper  
Case No. 10,227, at Law

Dear Mrs. Blackmon:

Please take the enclosed letter, promissory note and the file  
and docket sheet in this case to the Judge for his action.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2308

LAW OFFICES  
**RICKARBY & BENTON**  
ATTORNEYS AT LAW  
316 MAGNOLIA AVENUE  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36552

DAPHNE BRANCH  
EARLE REALTY BUILDING  
HIGHWAY 98  
TELEPHONE  
(205) 626-2608

July 27, 1972

Honorable Telfair J. Mashburn  
Judge of the Circuit Court  
Bay Minette, Alabama 36507

Re: Interstate Securities Company  
v. Howard and Audrey Cooper  
Case No. 10,227, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for \$1598.21 plus court costs. This amount represents \$1389.75 due by promissory note, and \$208.46 as attorney's fee, which constitutes 15% of the amount sued for. Personal service was obtained on Mr. and Mrs. Cooper on the 26th day of June, 1972. and this case is submitted on the original complaint and original promissory note.

Respectfully,

  
Daniel A. Benton

DAB:w  
Enc.